

Conditions of Purchase

Status: November 13th, 2023

1. Order and Confirmation of Order

- 1.1. The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within five labor days of receipt.
- 1.2. Any alterations, amendments or additions to the order shall only become a part of the agreement if the Customer accepts such in writing. In particular, the Customer is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.
- 1.3. Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, warranty, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. Rights of Use

- 2.1. The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:
 - 2.1.1. to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;
 - 2.1.2. to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");
 - 2.1.3. to sublicense the right of use under section 2.1.2 above to affiliates ("Affiliates" shall have the meaning granted under article 42 of the Spanish Commerce Code), to contracted third parties, to distributors and to end customers;
 - 2.1.4. to license to Affiliates, and other distributors the right to sublicense the right of use under section 2.1.2 above to end customers;
 - 2.1.5. to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software;
 - 2.1.6. to distribute, sell, hire out, lease, assign, make ready for download or make publicly available the Software, e.g. in the context of application service providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
 - 2.1.7. to sublicense the right of use under section 2.1.6 above to Affiliates, contracted third parties and distributors.
- 2.2. In addition to the rights granted in section 2.1 above, the Customer, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.
- 2.3. All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights.
- 2.4. The Supplier shall inform the Customer - at the latest at the time the order is confirmed - whether the products and services to be delivered contain open source software (OSS).
In the context of this provision "open source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL) or the MIT License). Should the products and services delivered by the Supplier contain open source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to the Customer and provide all information which the Customer needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to the Customer promptly after the order is confirmed the following:
 - A schedule of all open source components used, including their versions, indicating the relevant license, and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents.
 - The complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

- 2.5. The Supplier shall by the time of order confirmation at the latest inform the Customer in writing whether any open source licenses used by the Supplier might be subject to a Copyleft Effect which could affect the products of the Customer. In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by the Supplier are subject to a "Copyleft Effect" as defined above, then the Customer is entitled to cancel the order within two weeks of receipt of this information.

3. Term and Penalty for Breach

- 3.1. For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms © 2020 designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance by the Customer.
- 3.2. If any delay in delivery or performance or rectification is anticipated, the Customer shall be notified immediately, and its decision sought.
- 3.3. If – in the event of delay – the Supplier cannot prove that it is not responsible for the delay, the Customer may charge a penalty in respect of each commenced working day of delay amounting to 0.5 % (zero point five percent) but not exceeding a total of 10 % (ten percent) of the total value of the contract. The penalty shall not exclude the right of the Customer to claim from the Supplier the fulfillment of its obligations and a compensation for the damages and losses suffered.
In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made no later than the date of final payment.
- 3.4. Additional or other statutory rights are not affected hereby.

4. Transfer of Risk, Dispatch and Place of Performance, Transfer of Title

- 4.1. For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Customer at the named place of destination/delivery according to Incoterms © 2020. Unless agreed otherwise, DDP (named place of destination) Incoterms © 2020 shall apply, if (a) the seat of the Supplier and the named place of destination are within the same country or if (b) the seat of the Supplier and the named place of destination are both within the European Union. If neither (a) nor (b) are fulfilled, then DAP (named place of destination) Incoterms © 2020 shall apply, unless agreed otherwise.
- 4.2. Unless otherwise agreed, the costs of adequate packaging shall be borne by the Supplier. In case transportation costs are borne by the Customer, notice of readiness for dispatch shall be given together with the information set out in section 4.3 hereunder. On Customer's request a Siemens routing order tool must be used by the Supplier. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as the Customer has not requested a particular method of delivery or the conclusion of the contract for carriage by the Customer. Any supplementary costs arising from non-conformity with the transport requirements including costs arising from the non-application of the Siemens routing order tool shall be borne by the Supplier. In case DAP/DDP (named place of destination) Incoterms © 2020 is agreed, the Customer may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.
- 4.3. Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.
- 4.4. As far as the Customer and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of the Customer, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by the Customer when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labelling etc. in compliance with the regulation relevant to the mode(s) of transport used.
- 4.5. If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

- 4.6. Transfer of title shall be upon delivery or acceptance by the Customer, as the case may be.
- 5. Payment, Invoices**
- 5.1. Unless otherwise agreed, payments shall be due and payable no later than 60 (sixty) days net. If payment is made within 14 (fourteen) days, the Customer is entitled to a 3 % (three percent) discount. The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received.
- 5.2. The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.
- 5.3. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. A discount shall also be allowed if the Customer sets off or withholds any payments to a reasonable extent on account of any deficiency.
- 5.4. Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the contract.
- 5.5. The Customer will be entitled to withhold and/or deduct from the pending payments to the Supplier, the amount of the penalties imposed, and the damages and losses caused by the breach of the obligations by the Supplier.
- 6. Inspection upon receipt**
- 6.1. The Customer shall immediately upon receipt at the named place of destination examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other obvious deficiencies.
- 6.2. Should the Customer discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.
- 6.3. Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.
- 6.4. In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.
- 7. Warranty**
- 7.1. The Supplier, with the delivery of the goods and/or the services rendered and/or the works executed, guarantees that the goods, services and/or works, are free of defects, deficiencies and errors, and that they fulfill the agreed technical specifications. If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 7.7 or 7.8, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide re-performance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.
- 7.2. Should the Supplier fail to rectify (i.e. repair or replacement) any deficiency within a reasonable time period set by the Customer, the Customer is entitled to:
- 7.2.1. cancel the contract in whole or in part without being subject to any liability for damages; or
- 7.2.2. demand a reduction in price; or
- 7.2.3. undertake itself, any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and
- 7.2.4. claim damages in lieu of performance.
- For the purposes of establishing the timeliness of rectification, the relevant point in time is the date of receipt at the place of destination.
- 7.3. The rights according to 7.2 may be exercised exceptionally without further deadline if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not possible for the Customer to request the Supplier to rectify the deficiency within a reasonable time period. The legal provisions on the dispensability of setting a deadline remain unaffected hereby.
- 7.4. Additional or other statutory rights are not affected hereby.
- 7.5. If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 7.7 and 7.8 shall begin to run once again.
- 7.6. Notwithstanding the transfer of risk regarding delivery, the Supplier shall bear the costs and risk related to the rectification (e.g. return costs, costs of transport, costs of de- and re-installation).
- 7.7. The warranty period for deficiencies of material and/or manpower, is three years, insofar as no statutory provisions provide longer periods.
- 7.8. The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.
- 7.9. For deliveries not involving installation or commissioning, the warranty period begins to run with receipt at the place of destination named by the Customer. For deliveries involving installation, commissioning or services, the warranty period begins to run with acceptance by the Customer. Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.
- 8. Supplier's Duty to Verify and to Inform**
- 8.1. The Supplier is obliged to examine components such as, e.g. raw material, provided by the Customer or provided by Supplier's suppliers, manufacturers or other third parties at the time of receipt of such components as to whether these components show any obvious or hidden defects. In case any defects are discovered in the course of such inspections, the Supplier shall immediately inform its suppliers or – in the case the components are provided by the Customer – inform the Customer.
- 8.2. It is essential that the products are delivered free of any third party rights. Thus, the Supplier is under a duty to verify title and inform the Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.
- 9. Quality Management and subcontracting to third parties**
- 9.1. The Supplier shall maintain a quality management system (e.g. according to ISO 9001).
- 9.2. The Supplier shall prepare the quality documentation according to the Customer requirements and those of its own quality system and shall maintain quality management records in an orderly and legible manner for at least 10 years.
- 9.3. If, in the production or quality assurance of products supplied to the Customer, the Supplier work with a subcontractor, the Supplier must ensure that this subcontractor complies with these quality management requirements.
- 9.4. The Supplier must ensure compliance with the quality requirements with regard to special processes (welding, crimping, painting...).
- 9.5. The Supplier must ensure the traceability of requirements from the tender phase to the delivery to the Customer.
- 9.6. The Customer, or its customer or a third party authorized by him may, at any time, request an audit of the quality management system or product inspections at the Supplier's premises.
- 9.7. The Supplier shall inform the Customer in writing without delay if a problem arises, which could have an adverse impact on products and/or services already delivered in terms of safety, quality or reliability, or in terms of the Customer's ability to process, use or maintain the products and/or services. If the Customer identifies quality defects, the Supplier shall be notified and a defect analysis (preferably 8D) should be provided to the Customer.
- 9.8. All technical modifications to the Customer products initiated by the Supplier shall require the written consent of the Customer. The Supplier shall inform about the change 6 months prior to the scheduled start of deliveries.
- 9.9. The Supplier shall, when labeling products or, if this is impossible or inappropriate, by other appropriate measures, ensure that, if a defect arises in a product supplied to the Customer, the Supplier can determine within a reasonable period of time which other products supplied to the Customer could be affected.
- 9.10. The Supplier shall carry out preventive/scheduled inspection, maintenance and calibration of all tools and measurement equipment unless otherwise expressly agreed with the Customer.
- 9.11. If the Supplier plans to cease production and deliver an approved product, the Customer shall be informed 12 months before production is discontinued so that it can obtain a sufficient volume of the product in question to cover its residual requirements.
- 9.12. With respect to the supply of products not designed by the Customer in the European Economic Area, the Supplier shall in all cases carry out a conformity assessment procedure for his product, create technical documentation and, where applicable, draw up an EU Declaration of Conformity for the product and subscribe to the CE marking. The updated version of the EU Declaration of Conformity (CE) must be sent to the Customer upon request. At Customer's request, with respect to the planned use of a product in a specific country of destination, the Supplier shall also subscribe to appropriate approvals, certifications and labeling, as well as send to the Customer at the time of purchase, the currently valid versions of the corresponding documents and approvals in accordance with the legal requirements of the "country of destination".

- 9.13. Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel the contract in whole or in part and claim damages. Subcontracting does not create any form of contractual relationship between the Customer and the Supplier's Subcontractors. Subcontracting does not absolve the Supplier from any of its contractual responsibilities or obligations; rather, it assumes responsibility for the actions of its Subcontractors. In the event that the Supplier fails to pay the subcontractors, the Customer shall withhold invoices and payments due to the Supplier and pay those amounts to the subcontractors directly.
- 10. Provided material and information**
- 10.1. Material and information provided by the Customer remains the property of the Customer and are to be stored, labeled as property of the Customer and administered separately at no cost to the Customer. Their use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction of value or loss, for which the Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.
- 10.2. Any processing or transformation of the material and the information shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and the Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost and in so doing exercise the duty of care of a merchant.
- 11. Tools, Patterns, Samples, Confidentiality**
- 11.1. Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates, materials, data files and software provided by the Customer, or made for the Customer, as well as any materials derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of the Customer. Such materials shall be protected against unauthorized access or use. Subject to any further rights the Customer may demand that such materials be returned or destroyed (by sharing to the Customer a destruction certificate) if the Supplier breaches these duties.
- 11.2. The parties shall treat as confidential this contract and all information which is marked as confidential or the confidential nature of which is evident to a reasonable person and which it receives from or about the other party in the context of performing the deliveries and services, as well as in the conclusion of the contract and shall keep the same confidential for five years after their disclosure insofar as such information has not become publicly known by legal means or the other party has not consented in writing to its transfer in the individual case. The receiving party shall make confidential information available only to those employees and employees of its Affiliates who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to confidentiality obligation. The receiving party shall use this information exclusively for the purpose of performing the contractual obligations. Insofar as the Customer agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.
- 12. Assignment of Claims**
- Any assignment of claims or rights by the Supplier is only allowed with the prior written approval of the Customer. The Customer may entirely or partly transfer the Order to any of its Affiliates and - in connection with any type of merger, consolidation, divestiture, dissolution and any other type of business combination or business reorganization, including, without limitation, the establishment of joint venture companies – to any third party.
- 13. Right to Terminate and Cancel**
- 13.1. In addition to any rights provided by law to withdraw from or cancel a contract, the Customer may cancel the contract in whole or in part in case:
- (a) the Supplier is in delay with its delivery or service, and such delay – despite a corresponding reminder by the Customer – persists for more than 2 weeks after receipt of such reminder or in case
 - (b) that adherence to the contract by the Customer cannot reasonably be expected from the Customer because of a reason attributable to the Supplier and taking into consideration the circumstances of the case and both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of Supplier's financial situation thus threatening the due fulfillment of Supplier's obligations under the contract.
 - (c) the Supplier fails to comply with any of its Tax or Social Security obligations.
 - (d) the Supplier fails to comply with the basic provisions of the contract or with these General Conditions.
 - (e) breach, the health and safety at work obligations
 - (f) in the event that the contract between the Customer and End Customer is terminated or cancelled.
- In cases (a) to (e), the Customer shall retain all rights over the defaulting party and may claim for damages as a result.
- 13.2. The Customer may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.
- 13.3. In case of a termination by the Customer, the Customer may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.
- 14. Code of Conduct for Siemens Suppliers, Security in the Supply Chain, Cartel Damages**
- 14.1. The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws. The Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall reduce the emission of air pollutants (especially CO₂) and protect natural resources such as soil, water and air. The Supplier shall provide a protected grievance mechanism to report possible violations of this Code of Conduct, and will use reasonable efforts to promote this Code of Conduct among its suppliers.
- 14.2. The Supplier shall strongly support the efforts of the Customer regarding security in the supply chain which includes the attainment and preservation of the status as an Authorized Economic Operator (AEO) of WCO SAFE Framework of Standards. Upon request of the Customer, the Supplier shall without undue delay sign and return to the Customer a written declaration on security in the supply chain provided by the Customer, which will be consistent with - depending on the registered office of the Supplier - the requirements of the European Commission according to the then current AEO Guidelines or the requirements of a comparable initiative for security in the supply chain according to WCO SAFE Framework of Standards (e.g. C-TPAT), unless the Supplier itself owns the status of AEO or a comparable status based on WCO SAFE Framework of Standards and is able to demonstrate such by providing an authorization or certificate respectively.
- 14.3. In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of the obligations under section 14 by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Customer.
- 14.4. If the Supplier violates applicable antitrust laws, by forming a cartel or by a similar anticompetitive behavior, in relation to the deliveries and services supplied to the Customer, and it is so recognized by administrative or judicial final resolution by the competent authority, the Supplier shall pay to the Customer liquidated damages in the amount of 10% (ten percent) of the total remuneration for the relevant deliveries and services during the relevant period.
- 14.5. Notwithstanding section 14.4, both parties shall be entitled to prove that the Customer's actual damages are higher or lower than the liquidated damages amount, according to the corresponding final judicial decision, in which case such actual damages shall be payable pursuant hereto. All other contractual or statutory rights and claims of the Customer remain unaffected.
- 15. Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety**
- 15.1. Should the Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area or to which corresponding requirements apply regarding their supply and marketing in other countries notified by the Customer to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier must ensure that all documents and information which may be necessary to demonstrate the conformity of products with the respective requirements can be provided immediately to the Customer upon request.

- 15.2. Should the Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or the Customer or at the place of destination named by the Customer.
- 15.3. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between the Supplier and the Customer, but in no case later than the date of order confirmation. The requirements concerning dangerous goods in section 4.4 and 4.5 remain unaffected.
- 15.4. The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.
- 16. Cybersecurity**
- 16.1. The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 16.2. "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by the Supplier from time to time in the performance of this Agreement.
- 16.3. Should products or services contain software, firmware, chipsets or integrated circuits:
- 16.3.1. the Supplier shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g., OWASP standards;
- 16.3.2. the Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- 16.3.3. the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
- 16.3.4. the Supplier shall provide to the Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer;
- 16.3.5. the Supplier shall grant to the Customer the right, but the Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Customer;
- 16.3.6. the Supplier shall provide the Customer a contact for all information security related issues (available during business hours).
- 16.4. The Supplier shall promptly report to the Customer and the following Siemens Cybersecurity contact addresses all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent the Customer is or is likely to be materially affected.
16.4.1 for security incidents: cert@siemens.com;
16.4.2 for security vulnerabilities: svm.ct@siemens.com.
- 16.5. The Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 16.
- 16.6. Upon the Customer's request, the Supplier shall provide written evidence of its compliance with this section 16 including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).
- 17. Export Control and Foreign Trade Data Regulations**
- 17.1. The Supplier shall comply with all applicable export and import restrictions, customs and foreign trade regulations ("Foreign Trade Regulations") in relation to all services to be provided and/or all products to be delivered according to this agreement. The Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.
- 17.2. In particular, the Supplier represents and warrants that, at the times of order and delivery, none of the products nor the services, provided under this agreement contain prohibited products and/or services under the Foreign Trade Regulations applicable to the Customer (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).
- 17.3. The Supplier shall advise the Customer in writing as early as possible but not later than two weeks of receipt of the order and before the delivery date in any case- and in case of any changes without undue delay - of any information and data required by the Customer to comply with all Foreign Trade Regulations for the products and services applicable in the countries of export and import as well as re-export in case of resale. In any case the Supplier shall provide to the Customer for each product and services, including without limitation:
- (a) all applicable export list numbers, including the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the product/service is subject to the U.S. Export Administration Regulations; and
- (b) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- (c) the country of origin (non-preferential origin), and, upon request of the Customer, documents to prove the non-preferential origin; and
- (d) the preferential country of origin, and, upon request of the Customer, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration)
("Export Control and Foreign Trade Data")
- 17.4. In case of any alterations to origin and/or characteristics of the products and services and/or to the applicable Foreign Trade Regulations, the Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 21 (twenty one) working days prior to the delivery/service date. The Supplier shall be liable for any expenses and/or damage incurred by the Customer due to any breach of the obligations according to this article.
- 17.5. Sanctions Compliance. In case of services, this clause will apply. The Supplier shall ensure to render the services only with personnel who are not listed on the relevant national, German, European or US-Sanctions lists as in particular but not limited to the European Union Consolidated Financial Sanctions List (CFSL), the U.S. lists issued by the Department of Commerce (Bureau of Industry and Security B.I.S.), the U.S. lists issued by the Department of Treasury (Office of Foreign Assets Controls OFAC).
- 18. Reservation Clause**
- The Customer shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 19. Mention as Reference Customer**
- Only upon the Customer's prior written approval, the Supplier shall be allowed to mention the Customer as a reference customer and/or make reference to products or services which the Supplier has developed during the performance of an order for the Customer.
- 20. Requirement for information concerning supplies / non-reusable plastic packaging in deliveries (protective films, straps, blister packs, air cushions, etc.)**
- 20.1. Suppliers must provide Siemens the information indicated below in order to comply with Spanish Law 7/2022 of 8 April "On waste and contaminated soils for a circular economy" (hereinafter, the Law) which introduces the requirement to declare the "Special tax on non-reusable plastic packages", starting from 1 January 2023.
- 20.2. This tax applies to imports and intra-Community acquisitions within the European Union, as well as the manufacturing of the following products: packages and containers that contain non-reused plastic. We inform you that, in accordance with the Law, the products supplied from Spain are not subject to this Law and the corresponding tax.
- 20.3. To comply with the Law and the obligations arising from the declaration of the aforementioned tax, suppliers must provide the following information in due time and form:

- (a) For suppliers delivering to Siemens from a non-EU country and for suppliers delivering to Siemens from an EU country with destination in the Canary Islands, Ceuta or Melilla (for which the corresponding export and import customs clearances must also be made, respectively), the following information must be included in the delivery note or invoice (regardless of its format):
 - kg of non-reusable plastic packages or containers;
 - in the event that these packages or containers contain recycled plastic, this amount must be informed, and an official certificate must be provided that accredits this circumstance.
- (b) For suppliers delivering Siemens from an EU country, the following information must be included in the delivery note (regardless of its format):
 - kg of non-reusable plastic packages or containers;
 - in the event that these packages or containers contain recycled plastic, this amount must be informed, and an official certificate must be provided that accredits this circumstance.

21. Supplementary Provisions

- 21.1. Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.
- 21.2. The Supplier shall be liable for any expenses and/or damages incurred by the Customer due to any breach of these conditions, in particular of sections 2, 3, 4, 7, 8, 14, 15,16 and 17, unless the Supplier is not responsible for such breach.

22. Protection of Personal Data

- 22.1. The personal data of the Supplier, provided that it is a natural person, or their representatives or persons with whom they have a professional relationship, will be incorporated into a file of Siemens Mobility with corporate address at number 5 of Ronda de Europa, in Tres Cantos de Madrid, Spain. The purpose of the treatment will be to answer the questions and fulfill the obligations of the legal relationship that is intended to be created or that exists between the parties, and the legitimacy shall be that of your own consent or that of the preparation or performance of the contract, respectively. The prospective offer of products and services is based on the consent that is requested, without, in any case, the withdrawal of this consent condition the execution of the referred contract. The data will be kept until the described purpose is fulfilled and for as long as legally required which, in terms of money laundering prevention, may be extended up to 10 years.
 - 22.2. The companies of the Siemens Group, which can be consulted at the following link, https://www.siemens.com/investor/pool/en/investor_relations/faq/Siemens_AR2016_ListSubsidiaries313.pdf, will be able to access the Supplier data in compliance with the Group's Corporate Binding Rules, the summary of which can be read here: <https://new.siemens.com/global/en/general/privacy-notice.html>
 - 22.3. The Supplier may send a letter to the person in charge mentioned below to exercise his/her rights of access, rectification, deletion, limitation or opposition to the processing, as well as, when possible, portability of their data. If you have provided your data for one or more specific purposes, you have the right to withdraw your consent without affecting the lawfulness of processing based on your prior consent before to withdrawal. You can contact our Compliance Department at the following address Siemens Mobility, Compliance Department in Ronda de Europa nº 5, 28760, Tres Cantos, Madrid, or via e-mail compliance.mobility.es@siemens.com to request more information or exercise your rights. Likewise, they have the right to file a complaint with the corresponding supervisory authority, being, in the case of Spain, the Spanish Data Protection Agency. In the website of this authority, interested parties can also find models for the exercise of their rights: <https://www.agpd.es/>
- ## 23. Place of Jurisdiction and Applicable Law
- 23.1. Spanish substantive law shall apply, excluding the provisions of the United Nations Law on the Sale of Goods of 11th of April 1980.
 - 23.2. The court of jurisdiction shall be Madrid.